

JUN 30, 2021 02:54 PM


Tracy Brown, Clerk
Catoosa County, Georgia

**IN THE STATE COURT OF CATOOSA COUNTY
STATE OF GEORGIA**

JAMES D. BREWSTER,

Plaintiff,

VS.

**CODY KEYS TRUCKING, LLC,
NORTHLAND INSURANCE COMPANY
and JEREMY L. ENGELMAN,**

Defendants.

[illegible]

Civil Action File No.

JURY TRIAL DEMANDED

COMPLAINT

COME NOW James D. Brewster, Plaintiff, and makes and files this Complaint against Defendants Cody Keys Trucking, LLC, Northland Insurance Company and Jaremy L. Engelman, stating as follows:

PARTIES, JURISDICTION AND VENUE

1.

Plaintiff is a resident of the State of Georgia and suffered personal injuries in an automobile-crash that occurred on or about October 7, 2020 in Catoosa County, Georgia. By bringing this action, Plaintiff subjects himself to the jurisdiction of this Court.

2.

Defendant Cody Keys Trucking, LLC is a for-profit foreign limited liability company, organized and existing under the laws of the State of Illinois. Defendant Cody Keys Trucking, LLC has its principle office located at 1001 N. 3rd Street, Terre Haute, IN 47807. Defendant Cody Keys Trucking, LLC is subject to the jurisdiction and venue of this Court pursuant to the Georgia Long-Arm Statute and O.C.G.A. § 40-1-117. Defendant Cody Keys Trucking, LLC

EXHIBIT "A"

may be served by its registered agent, Cody Keys, located at 1001 N 3rd Street, Terre Haute, IN, 47807.

3.

Defendant Northland Insurance Company is a foreign corporation and may be served through its registered agent Corporation Service Company, located at 2 Sun Court, Suite 400, Peachtree Corners, Georgia 30092. Defendant Northland Insurance Company is subject to the jurisdiction of this court. Plaintiff has named Defendant Northland Insurance Company under Georgia's Direct-Action Statute, codified at O.C.G.A. § 46-7-12. This Court has personal jurisdiction and venue over Defendant Northland Insurance Company because it regularly transacts business and derives profits from business activities in Georgia, and because venue is proper as to one or more of the other Defendants in this action.

4.

Defendant Jaremy L. Engelman is the driver of the Tractor-Trailer that caused the October 7, 2020 crash. Defendant. Engelman may be served at his address located at 659 Bobtail Drive, Greenfield, IN 46110. Defendant. Engelman has been properly served with process in this action and is subject to the jurisdiction of this Court.

5.

Jurisdiction and venue are proper in this Court.

OPERATIVE FACTS

6.

On or about October 7, 2020, Plaintiff was traveling south on I-75 in Catoosa County, Georgia, in a 2014 Peterbilt Tractor-Trailer.

7.

At or about the same time and location, Defendant Engelman, an employee or agent driver of Defendant Cody Keys Trucking, LLC, was driving a 2015 Peterbilt Tractor-Trailer southbound on I-75 in Catoosa County, Georgia, traveling directly behind Plaintiff's vehicle.

8.

At all material times, Defendant Engelman was operating a commercial motor vehicle on behalf of Defendant Cody Keys Trucking, LLC.

9.

As Plaintiff lawfully came to a complete stop, Defendant Engelman was following too closely, and Defendants Tractor-Trailer ran into the rear of Plaintiff's Tractor-Trailer.

10.

Defendant Engelman failed to pay proper attention to the vehicles traveling in front of him, was distracted, following too closely, and failed to bring the commercial vehicle he was operating to a controlled stop behind Plaintiffs vehicle.

11.

As a result of the crash, Plaintiff sustained serious injuries.

12.

As a result of this crash, Plaintiff has incurred significant medical and rehabilitative expenses. Plaintiff will incur additional medical, and rehabilitative expenses in the future.

COUNT I – NEGLIGENCE

13.

Plaintiff realleges and incorporates herein the allegations contained in paragraphs 1 through 12 above, as if fully restated.

14.

Defendant Engelman was negligent in operating Defendant Cody Keys Trucking, LLC commercial vehicle.

15.

Defendant Engelman's negligence for which Co-Defendants are liable includes, but is not limited to, one or more of the following: Following too closely; Negligently causing a collision in the roadway; Negligently failing to maintain the commercial vehicle under proper control; Negligently failing to keep a proper lookout; Negligently failing to use or sound a signal or warning; Negligently failing to make timely and proper application of brakes; and Any other acts of negligence that may be proven at trial.

16.

Defendant Engelman was negligent *per se* in following too closely in violation of O.C.G.A. § 40-6-49.

17.

Plaintiff was not negligent.

18.

Defendant Engelman's negligence is the sole and proximate cause of the collision, and Plaintiff's resulting injuries.

COUNT II – IMPUTED LIABILITY

19.

Plaintiff realleges and incorporates herein the allegations contained in paragraphs 1 through 18 above as if fully restated.

20.

At the time of the subject collision, Defendant Engelman was under dispatch for Defendant Cody Keys Trucking, LLC.

21.

At the time of the subject collision, Defendant Engelman was operating the commercial vehicle on behalf of Defendant Cody Keys Trucking, LLC.

22.

At all relevant times, Defendant Engelman was acting at the direction and under the control of Defendant Cody Keys Trucking, LLC. He was an agent and employee of Defendant Cody Keys Trucking, LLC. He was operating the commercial vehicle in the course and scope of his employment with Defendant Cody Keys Trucking, LLC and with Defendant Cody Keys Trucking, LLC's permission.

23.

Defendant Cody Keys Trucking, LLC is an interstate motor carrier, and pursuant to federal and state laws, is responsible for the actions of Defendant Engelman in regard to the crash described in this complaint under the doctrine of lease liability, agency, or apparent agency.

24.

Defendant Cody Keys Trucking, LLC is liable for the actions and omissions of Defendant Engelman through *respondeat superior* and agency principles because, at all relevant times, Defendant Engelman was acting within the course and scope of his employment and/or agency.

COUNT III – NEGLIGENT HIRING, TRAINING & SUPERVISION

25.

Plaintiff realleges and incorporates herein the allegations contained in paragraphs 1 through 24 above as if fully restated.

26.

Defendant Cody Keys Trucking, LLC was negligent in hiring Defendant Engelman and entrusting him to drive a tractor-trailer.

27.

Defendant Cody Keys Trucking, LLC was negligent in failing to properly train Defendant Engelman.

28.

Defendant Cody Keys Trucking, LLC was negligent in failing to properly supervise Defendant Engelman.

29.

Defendant Cody Keys Trucking, LLC negligently hired, supervised, trained, and retained Defendant Engelman and negligently entrusted driving responsibilities to Defendant Engelman. Defendant Cody Keys Trucking, LLC negligently failed to implement and utilize proper procedures to evaluate Defendant Engelman's skills and expertise for the operation of Defendant Cody Keys Trucking, LLC's commercial vehicle.

30.

Defendant Cody Keys Trucking, LLC's negligence in hiring Defendant Engelman and entrusting him with driving a commercial vehicle and failing to train and supervise him properly was the sole and proximate cause of the collision, and Plaintiff's resulting injuries.

COUNT IV – DIRECT ACTION

31.

Plaintiff realleges and incorporates herein the allegations contained in paragraphs 1 through 30 above as if fully restated.

32.

Defendant Northland Insurance Company is subject to a direct action as the insurer for Defendant Cody Keys Trucking, LLC pursuant to O.C.G.A. § 40-2-140.

33.

Defendant Northland Insurance Company was the insurer of Defendant Cody Keys Trucking, LLC at the time of the subject incident and issued a liability policy to comply with the filing requirements under Georgia law and federal law for interstate transportation.

34.

Defendants Cody Keys Trucking, LLC and Northland Insurance Company are subject to the filing requirements outlined in O.C.G.A. § 40-2-140.

35.

Defendant Northland Insurance Company is responsible for any judgment rendered against Defendants Cody Keys Trucking, LLC and Engelman.

COUNT V – DAMAGES

36.

Plaintiff realleges and incorporates herein the allegations contained in paragraphs 1 through 35 above as if fully restated.

37.

As a result of Defendants' negligence, Plaintiff has a claim for past and future medical expenses and past and future lost wages.

38.

As a result of Defendants' negligence, Plaintiff has suffered severe and permanent injuries and has a claim for past and future pain and suffering.

39.

Each of the foregoing acts and omissions constitutes an independent act of negligence. The injuries sustained by Plaintiff were directly and proximately caused by one or more of the negligent acts and omissions stated above, for which Defendants are directly and/or vicariously liable.

40.

As a proximate result of this collision and Defendants' negligence, Plaintiff has suffered, and continues to suffer from, injuries to his body and mind. Plaintiff claims general and compensatory damages for all components of mental and physical pain and suffering as allowed by Georgia law.

41.

Plaintiff claims special damages for the reasonable value of his past and future medical and rehabilitative treatment, including expenses for hospital services, doctors, surgery, and other healthcare services incurred or necessary in the future as a result of his injuries.

42.

Plaintiff is entitled to recover all elements of damages allowed under applicable law and supported by the evidence, including but not limited to: Personal injuries; All elements of past,

present and future pain and suffering, both mental and physical; Permanent Injury; Past and future medical and incidental expenses; Lost wages; and Lost earning capacity.

WHEREFORE, Plaintiff prays that he have a trial on all issues and judgment against Defendants as follows:

- a. That Plaintiff recover past and future medical expenses and lost wages in an amount to be proven at trial;
- b. That Plaintiff recover for past and future physical and mental pain and suffering in an amount to be determined by the enlightened conscience of a jury;
- c. That Plaintiff recovers punitive damages in an amount to be determined by the enlightened conscience of a jury; and
- d. That Plaintiff recover such other and further relief as is just and proper.

TRIAL BY A TWELVE PERSON JURY IS HEREBY DEMANDED

Respectfully submitted, this 30th day of June, 2021.

MORGAN & MORGAN ATLANTA PLLC

P.O. Box 57007
Atlanta, Georgia 30343-1007
Telephone: (404) 965-8811
Fax: (404) 965-8812

/s/ Thomas O. Rainey, IV
Thomas O. Rainey, IV
Georgia Bar No.: 566137
Attorneys for Plaintiff

STATE COURT OF CATOOSA COUNTY
STATE OF GEORGIA

CIVIL ACTION NUMBER STCV2021000072

Brewster, James D

PLAINTIFF

VS.

Engelman, Jaremy L.
Northland Insurance Company
Cody Keys Trucking, LLC

DEFENDANTS

SUMMONS

TO: CODY KEYS TRUCKING, LLC

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

**Thomas Orlando Rainey, IV
Morgan & Morgan Atlanta PLLC
191 Peachtree Street NE
Suite 4200
Atlanta, Georgia 30303**

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 30th day of June, 2021.

Clerk of State Court



Tracy Brown, Clerk
Catoosa County, Georgia

STATE COURT OF CATOOSA COUNTY
STATE OF GEORGIA

CIVIL ACTION NUMBER STCV2021000072

Brewster, James D

PLAINTIFF

VS.

Engelman, Jaremy L.
Northland Insurance Company
Cody Keys Trucking, LLC

DEFENDANTS

SUMMONS

TO: ENGELMAN, JAREMY L.

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

**Thomas Orlando Rainey, IV
Morgan & Morgan Atlanta PLLC
191 Peachtree Street NE
Suite 4200
Atlanta, Georgia 30303**

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 30th day of June, 2021.

Clerk of State Court



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Catoosa County, Georgia

STATE COURT OF CATOOSA COUNTY
STATE OF GEORGIA

CIVIL ACTION NUMBER STCV2021000072

Brewster, James D

PLAINTIFF

VS.

Engelman, Jaremy L.
Northland Insurance Company
Cody Keys Trucking, LLC

DEFENDANTS

SUMMONS

TO: NORTHLAND INSURANCE COMPANY

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

**Thomas Orlando Rainey, IV
Morgan & Morgan Atlanta PLLC
191 Peachtree Street NE
Suite 4200
Atlanta, Georgia 30303**

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 30th day of June, 2021.

Clerk of State Court



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Catoosa County, Georgia

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Plaintiff, vs.

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NORTHLAND INSURANCE COMPANY
and JAREMY L. ENGELMAN,**

Defendants.

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Civil Action File No.

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RULE 5:2 CERTIFICATE OF SERVICE OF DISCOVERY MATERIALS

Plaintiff hereby certifies that a true and correct copy of the following was delivered for service with the summons.

1. Complaint;
2. Plaintiff's First Request for Admissions to Defendant Cody Keys Trucking, LLC and Jeremy L. Engelman;
3. Plaintiff's First Interrogatories and Request for Production of Documents to Defendant Cody Keys Trucking, LLC and Jeremy L. Engelman;
4. Plaintiff's First Request for Admissions to Defendant Northland Insurance Company;
5. Plaintiff's First Interrogatories and Request for Production of Documents to Defendant Northland Insurance Company; and
6. Plaintiff's First Interrogatories and Request for Production of Documents to Georgia Farm Bureau Mutual Insurance Company.

Respectfully submitted, this 30th day of June, 2021.

MORGAN & MORGAN ATLANTA PLLC

P.O. Box 57007
Atlanta, Georgia 30343-1007
Telephone: (404) 965-8811
Fax: (404) 965-8812

/s/ Thomas O. Rainey, IV
Thomas O. Rainey, IV
Georgia Bar No.: 566137
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

This is to certify that I have this date forwarded a copy of this Rule 5.2 Certificate of Serving Discovery for service with the original summons.

Cody Keys Trucking, LLC
c/o Cody Keys, Registered Agent
1001 N 3rd Street,
Terre Haute, Indiana 47807

Northland Insurance Company
c/o Corporation Service Company,
2 Sun Court, Suite 400,
Peachtree Corners, Georgia 30092

Jaremy L. Engelman
659 Bobtail Drive,
Greenfield, Indiana 46110

Georgia Farm Bureau Mutual Insurance Company
c/o Corporation Service Company
2 Sun Court, Suite 400,
Peachtree Corners, Georgia 30092

Respectfully submitted, this 30th day of June, 2021.

MORGAN & MORGAN ATLANTA PLLC

P.O. Box 57007
Atlanta, Georgia 30343-1007
Telephone: (404) 965-8811
Fax: (404) 965-8812

/s/ Thomas O. Rainey, IV
Thomas O. Rainey, IV
Georgia Bar No.: 566137
Attorneys for Plaintiff

General Civil and Domestic Relations Case Filing Information Form

☐ Superior or ☒ State Court of Catoosa County

For Clerk Use Only

Date Filed 06-30-2021
MM-DD-YYYYCase Number STCV2021000072

Plaintiff(s)

Brewster, James D

Last First Middle I. Suffix Prefix

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Last First Middle I. Suffix Prefix

Last First Middle I. Suffix Prefix

Plaintiff's Attorney Rainey, Thomas Orlando IV

Defendant(s)

Engelman, Jaremy L.

Last First Middle I. Suffix Prefix

Northland Insurance Company

Last First Middle I. Suffix Prefix

Cody Keys Trucking, LLC

Last First Middle I. Suffix Prefix

Last First Middle I. Suffix Prefix

Bar Number 566137Self-Represented ☐

Check one case type and, if applicable, one sub-type in one box.

General Civil Cases

- ☒ Automobile Tort
- ☐ Civil Appeal
- ☐ Contract
- ☐ Contempt/Modification/Other Post-Judgment
- ☐ Garnishment
- ☐ General Tort
- ☐ Habeas Corpus
- ☐ Injunction/Mandamus/Other Writ
- ☐ Landlord/Tenant
- ☐ Medical Malpractice Tort
- ☐ Product Liability Tort
- ☐ Real Property
- ☐ Restraining Petition
- ☐ Other General Civil

Domestic Relations Cases

- ☐ Adoption
- ☐ Contempt
- ☐ Non-payment of child support, medical support, or alimony
- ☐ Dissolution/Divorce/Separate Maintenance/Alimony
- ☐ Family Violence Petition
- ☐ Modification
- ☐ Custody/Parenting Time/Visitation
- ☐ Paternity/Legitimation
- ☐ Support – IV-D
- ☐ Support – Private (non-IV-D)
- ☐ Other Domestic Relations

- ☐ Check if the action is related to another action(s) pending or previously pending in this court involving some or all of the same parties, subject matter, or factual issues. If so, provide a case number for each.

Case Number

Case Number

- ☒ I hereby certify that the documents in this filing, including attachments and exhibits, satisfy the requirements for redaction of personal or confidential information in O.C.G.A. § 9-11-7.1.

- ☐ Is a foreign language or sign-language interpreter needed in this case? If so, provide the language(s) required.

Language(s) Required

- ☐ Do you or your client need any disability accommodations? If so, please describe the accommodation request.